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"The policy which we have maintained towards the Indians, and which ought to be maintained at all hazards and under all circumstances, is most rigidly to keep faith with them." *Sir Wilfred Laurier, Prime Minister.*

Our Betrayed Wards

BY

R. N. WILSON

A story of "Chicanery, Infidelity and the Prostitution of Trust"

OTTAWA
1921

Our Betrayed Wards

A MEMORANDUM written in the interests of his friends and neighbors, the Blood Indians, by R. N. Wilson, of Standoff, Alberta (Indian Agent from 1898 to 1911 for the Blood and Peigan Indians) as an effort to ventilate—with the object of securing redress—certain complaints of that people against the present administration of Indian Affairs.

"The Indians are especially under the guardianship of Parliament. . . . It is the duty of the Government to protect the Red Men, it is the duty of the Government to see that they get full justice."—Sir John A. Macdonald, Prime Minister.

"The Reserve should be preserved exclusively for the Indians. If they possessed more land than they desired, to agree to its sale or being leased was an entirely different matter."—Hon. Alexander McKenzie, Prime Minister, 1877.

The Treaty of 1877.

1. In the introduction to his excellent volume on the Indian Treaties of Canada, the Honourable Alexander Morris says: "One of the gravest of the questions presented for solution by the Dominion of Canada, when the enormous region of country formerly known as the North-West Territories and Rupert's Land was entrusted by the Empire of Great Britain and Ireland to her rule, was the securing of the alliance of the Indian tribes and maintaining friendly relations with them."

2. The much-desired alliances and friendly relations with the Indians inhabiting the great expanse of country between Lake Superior and the Rocky Mountains were established by means of seven treaties, officially known by the numerical order in which they were concluded.

3. These were:

Treaty No. 1—

Concluded in 1871 at The Stone Fort.

Treaty No. 2—

Concluded in 1872 at Manitoba Post.

Treaty No. 3—

Concluded in 1873 at the northwest angle of Lake of the Woods.

Treaty No. 4—

Concluded in 1874, at Qu'Appelle.

Treaty No. 5—

Concluded in 1875 at Lake Winnipeg.

Treaty No. 6—

Concluded in 1876 at Forts Carleton and Pitt.

Treaty No. 7—

Concluded in 1877 (The Blackfoot Treaty).

4. In 1876, after the signing of Treaty No. 6, there remained in what is now Southern Alberta a large tract of country inhabited by the Bloods, Blackfoot and Peigans, three kindred tribes speaking a common language, and the Stonies and Sarcees, who were two small tribes of "foreign" Indians, residing there in amicable association with the powerful Blackfoot tribes.

5. The territory then held by these five tribes is practically all of Alberta lying between the International Boundary line and the Red Deer River, and its area was 50,000 square miles according to the estimate of the then Minister of the Interior, the Honourable David Mills, in his annual report for 1877.

6. As the Blackfoot tribes were much feared, and as it was known that the Sioux, nearby in the United States, following their victory over the ill-fated General Custer, were endeavouring to effect a confederacy of all of the plains Indians against the whites, the securing of a treaty with them by our Government was considered to be a matter of special importance.

7. Thus we find that the Government first sent a party to prepare the way for the Treaty Commissioners of a following year. Explaining the cost of this deputation, Mr. Cartwright told the House of Commons: "It was considered advisable last summer to send certain parties in advance of the Commission to propitiate the Indians who were warlike."

8. The Honourable David Laird, Lieutenant-Governor of the North-West Territories, and Colonel J. F. McLeod, C.M.G., Commissioner of the North-West Mounted Police, were appointed Commissioners to negotiate with the Blackfoot and associated Indians for the cession to Canada of the aboriginal title to the said lands, estimated to be 50,000 square miles, which they did in 1877 at a large meeting of the Indians held at the Blackfoot Crossing of the Bow River, east of Calgary.

9. Chief Commissioner Laird, in his report to the Government, referring to one of his meetings with the Indians preliminary to the signing of the Treaty, says: "*We further explained the terms outlined to them yesterday, dwelling especially upon the fact that by the Canadian law their reserves could not be taken from them, occupied or sold without their consent.*" (See page 257, Morris' Treaties of Canada with the Indians).

10. The Chief Commissioner is also reported to have said to the Indians, on September 17th, 1877, while negotiating this Treaty: "*A Reserve of land will be set apart for yourselves and your cattle upon which none others will be permitted to encroach.*" (Morris, page 268).

11. The Blackfoot Treaty (No. 7), was signed on the 22nd September, 1877, and amongst other considerations it provided for one large permanent reserve on the Bow River and South Saskatchewan to accommodate the Blackfoot, Bloods and Sarcees, also a large area for ten years.

The Treaty of 1883.

12. Subsequently these three tribes were given separate reserves, concerning which change Sir John A. Macdonald, Prime Minister, said to the House of Commons in 1885: "Originally these Reserves were chosen to meet the views"

of the Indians. They had to be coaxed into the Treaty and selected their own locality, the lands where the bones of their ancestors lie being their favourite reserve," and "We have with success induced them (Bloods, Blackfoot, etc.) to surrender that immense area along the South Saskatchewan which they were to have for ten years. That was found a barrier to settlement (probably because it was within the C.P.R. zone W.) and the Indians have been induced to surrender that very large section and take up separate reserves." Hansard, page 3374, 1885.

13. When finally surveyed, the five separate reserves retained by the Indians under the Blackfoot Treaties were of the following areas in square miles:

Blood Reserve	-----	547½
Blackfoot "	-----	470
Peigan "	-----	181
Stony "	-----	109
Sarcee "	-----	108

These with two small timber limits of 11½ and 6½ miles respectively, make in the aggregate 1,433½ square miles, or less than 3% of the land ceded to Canada by the Treaty.

14. The separate Reserve for the Blood Indians was located between the St. Mary's River and the Belly River in Southern Alberta, and was formally fixed in another Treaty, made at a General Council of the Blood Indians on the 2nd day of July, 1883, the Canadian Government being represented by Lieutenant-Governor Dewdney and Colonel J. F. McLeod, C.M.G. The present writer, then a member of the old North-West Mounted Police Force, was on duty at this Council and an interested spectator of the Treaty making.

15. In this Treaty of 1883, in the fifth paragraph, following a geographical description of the present Blood Reserve, are the words "to have and to hold the same unto the use of the said Blood Indians forever."

16. These words in the Treaty of 1883 merely expressed the meaning of the term "Reserve" that was attached to it by all of the parties to these Treaties, and were consistent with the assurance given to the Indians by Governor Laird as repeated above in paragraphs 9 and 10 of this memorandum, which understanding was for thirty-five years thereafter accepted and honoured by the different administrations of the Government of Canada holding power during that period.

The Bloods Become Ranchers.

17. Meanwhile, in 1894, the Bloods, being no longer the savages of a few years before, were persuaded to make a beginning in the cattle business, which they did by exchanging ponies for heifers. Minister of the Interior T. M. Daly, who had visited the Blood Reserve, told the Commons: "The Peigans, Bloods and Blackfoot are going to become great ranchers. They are even selling their ponies to buy cattle." Hansard, page 3555, 1894.

18. Subsequently, in order to assist indigent Indians and returned school boys with a start in the cattle business, the Government purchased breeding cattle with money voted by Parliament for the purpose and issued them to the Indians.

under a "loan system," the feature of which was that an Indian would be given, say, five two-year-old heifers on condition that in some future year the Department could demand from their progeny five other two-year-old heifers in return, all the rest of the progeny of the original five heifers being the clear private property of the Indian.

19. Minister Daly's prophecy, so far as it concerns our subject, was so well founded that in 1916, though they had suffered very heavy losses in two disastrous winters, notably that of 1910-11, we find the Bloods in the lead of all Canadian Indians engaged in cattle raising, the Annual Report of the Indian Department for 1917, page 29, saying: "The largest herds are held by the Blood Indians, who own upwards of 4,000 head of the finest beef cattle in the west."

20. During this period the Indians were induced by the Department to breed up their horses, to which end as many as thirty improved stallions, supplied by the Government, were in use on the Blood Reserve at one time, until in the course of twenty years or so, the Indian pony was to a very large extent replaced by a useful type of general purpose horse. According to the report of the Indian Department for 1917-18 the horses of the Blood Indians numbered more than 3,600.

21. About 1904, as the Blood Indians had more grazing facilities on their Reserve than their own stock could utilize for some time to come, there was submitted to them a proposition to grant grazing rights to a single company to graze for ten years 7,000 cattle for an annual payment to them of \$5,000 cash and some other consideration. The Bloods gave their approval to this scheme at a general meeting of the tribe called for the purpose, and a Company was organized by Donald McEwan, of Brandon, to utilize the said grazing rights, which Company operated for its term of ten years, when said Company, or its successor, secured a renewal at an increased rental, so that in 1917 they were paying the Blood Indians \$10,000 per annum for the privilege of grazing 10,000 head of cattle on the Reserve.

The Bloods Become Farmers.

22. In 1907, their live stock interests being on a satisfactory footing, the Bloods turned to farming, and as they had on hand \$8,000 or \$10,000 derived from the McEwan lease, they decided to purchase a large steam plowing outfit for their breaking and to utilize the McEwan income as a revolving fund from which to give reimbursable assistance to new farmers until the fund had financed a fair start in agriculture for every capable Blood Indian who desired to farm. With the sanction of the Department they went ahead, with such success that though their farming was brought to a standstill for several years by severe drought, we soon read in the Indian Department Report: "The Blood Indians during the season of 1916, by their own efforts and without any financial aid from the Government of Canada, produced 65,150 bushels of wheat on 2,600 acres, and 26,980 bushels of oats on 768 acres. They grew approximately 7,150 bushels of table vegetables, harvested 7,600 tons of hay and green fodder, and prepared 2,320 acres of summer-fallow and new breaking for the next year's crop."

Creditable Advancement.

23. This with one exception was the largest yield of grain on any Reserve in Canada, and the Blood Indians maintained the same standing in 1917 for wheat, and increased their hay crop to 10,000 tons.

24. The value of the Blood Indian beef production in 1917 was \$60,000, being the largest of any Indian Reserve in Canada.

The Advent of Mr. Meighen.

25. In 1917, Mr. Meighen became Superintendent General of Indian Affairs. That year marked the abandonment by the Indian Department, so far at least as the Blood Reserve was concerned, of the traditional Canadian policy of Indian administration, and it marked the end of the prosperity of the Blood Indians, who, from that time forward, were not to be permitted to enjoy the peaceful possession of their Reservation as guaranteed to them by Treaty. The established and successful Canadian policy of advancing the Indians on their Reserve was abandoned in favor of a policy of Indian Reserve exploitation in the interests of covetous white men.

Surrender of Land Demanded.

26. On the 15th February, 1918, following an official campaign of great pressure, the Blood Indians were asked to vote on a proposition to sell about 90,000 acres of their Reserve, which proposition they had already voted unfavorably on in the preceding June.

Coercive Measures.

27. By enrolling as voters a number of boys under age, by boldly purchasing votes with tribal funds and official favours, and by intimidating other Indians, the officer in charge of the operation managed to show a small majority in favour of the land sale.

28. The Head Chief, representing the true majority of the tribe, at once filed at Ottawa charges of fraud, bribery and intimidation and requested the Department not to accept the surrender without an investigation of his charges, following which protest no further action was taken by the Department with the document and it was not sent up to the Council for acceptance.

29. Any attempt here to give an adequate description of the compulsion that was exerted upon the Bloods in this surrender campaign of 1917-18 would require more space than we have at our disposal for this memorandum, but a few illustrations will serve to show the dangers to which Indians are exposed when a Government official considers that it is "up to him" to secure land from them by hook or crook.

Indian Farming Officially Obstructed.

30. The first measure taken to force the Bloods to sell land was to stop the development of their farming enterprise, to appropriate and use for other Agency purposes the aforesaid lease funds upon which the farming extension was dependent, and to inform the Indians that no more land would be broken up for new farms until they sold part of the Reserve.

31. Thus, in 1916 and 1917, when western Canada was being "stumped" by public speakers urging greater production of grain, the Blood Indians, while they had a good crop from their old land, were not permitted to respond to the greater production appeal, though they had the land, machinery, horses, plenty of willing men and the necessary capital to operation their traction breaking plow outfits.

32. There was no reason for holding back the farming development at that time other than the determination of the officials in charge to "freeze" the Indians into a land sale, it being understood, of course, that the more they utilize their Reserve the less likely are the Indians to sell it.

33. The irony of the predicament of the Blood Indians in 1917 will be appreciated upon reading the closing paragraph on page 1049 Hansard of April 23rd, 1918, in which Mr. Meighen says: "We would be only too glad to have the Indian use this land if he would. Production by him would be just as valuable as production by anyone else. But he will not cultivate this land and we want to cultivate it for him; that is all, etc."

34. As there is no reason to doubt the sincerity of the Minister in making that statement, it is clear that the Indians were the victims of mischievous misrepresentation, because they were then making good use of their Reserve and had for many years shown not only willingness but genuine eagerness to extend their farming and stock-raising industries to the utmost.

Disreputable Tactics.

35. The land surrender matter was constantly mixed up with other Agency business, Indian after Indian being made to understand that fair and ordinary treatment at the hands of the Department was dependent upon signing a pledge to vote "Yea." For instance, one of the opposing faction, an honest, hardworking Indian, was told: "If you come down here (to the Agency) and vote against the surrender, your family will starve next winter," while another opponent of the land sale was offered an appointment of Minor Chief if he would change his vote from "Nay" to "Yea," a Minor Chief's medal being held up before his eyes during the conversation. Individual cases of bribery and intimidation, however, would fill a book.

36. The ration house maintained on the Reserve by the Department for the double purpose of assisting the destitute and providing a medium for the distribution of the beef and flour of the self-supporting Indians was, during this period, turned into a vote-getting machine. Aged and infirm Indians who had for years been on the Department's "permanently destitute" list had their rations shut off entirely and were forced to become beggars in order to live, while able-bodied Indians prominent among the "land seller" faction were to be seen carrying out of the ration house sacks of beef heavier than they could handle without assistance.

37. In this extraordinary campaign of official duress, the charge was made that trust monies belonging to non-assenting Indians were by the manipulation of official Agency records transferred to the credit of "land sale" sup-

porters, thus administering a punishment and a reward with the same pen stroke.

38. Implements purchased with tribal funds and therefore the property of the whole tribe were used to buy surrender votes, and the Agent's power to assist his Indians with credit orders upon merchants and dealers for vehicles, tents, machinery and the like, was used to a remarkable extent in vote getting.

Officially Blacklisted.

39. Indians who could not or would not consent to the land sale were black-listed and systematically persecuted. Some of these, with money on deposit at the Agency derived from their personal earnings, were not permitted to withdraw their money while they remained on the "wrong" side of the controversy, and, contrariwise, other Indians who had no deposits whatever but were "right" in the official estimation were permitted to draw money at the Agency as cash advances against future earnings that were not even in sight. As Agency cash on hand or in the bank is almost entirely made up of balances from earnings held in trust for individual Indians, the effect of the above discrimination was to give the "Yeas" the use of the "Nays" money.

40. The immense power of the Government, which on an Indian Reservation—as a reader of the above will have observed—is so far-reaching and enters into the intimate affairs of everyday Indian life so much that it practically controls the well-being of every inhabitant, was, during this period, exercised by an unusually resourceful official to make miserable the lives of the "Nays" and their families, while the "Yeas" basked comfortably in the sunshine of official favour.

41. Such was the situation on the Blood Reserve, with its 1,100 Indian inhabitants sharply divided by the policy of the Department into two antagonistic and excited groups, still awaiting the reply of the Government to the Chief's protest against the fraudulent land sale vote of 15th February, when the Indian Department launched its "Greater Production" campaign on the Reserve in 1918.

The Cardston Farm Lease Affair.

42. The first "Greater Production" leasing scheme and the only one submitted to the Blood Indians for their consent, was a proposition that the Government be permitted to lease to white men for farming purposes, for a period of five years, a block of about ten sections of land (about 6,000 acres) close to the town of Cardston.

43. As this ten-section farming lease was presented to the Indians as a patriotic measure, it was assented to by a large majority led by the Head Chief, who had opposed the out and out sale of Reserve lands, said assent being given at a General Meeting of the tribe called for the purpose on 31st March, 1918, in accordance with The Indian Act.

44. The two conditions then voted upon of particular interest to the Indians were, (1) that all rental proceeds of the lease should be paid to the Indians in per capita distributions of cash; and (2) that all straw grown on the leased

land should become the property of the Indians for the feeding of their own cattle.

45. After the said ten sections had been leased by the Department to white farmers and the Agent had advised the Indians that the rentals therefrom would bring them during the term of the lease annual per capita payments of about \$24, it was arranged that the Department should distribute \$6 per capita on account.

46. This payment was made on the 30th May, 1918, but before receiving the money the Indians were unexpectedly required to sign a paper which was not explained to them. Some thought that it was a receipt for the \$6, others were told something else, but all signed because they were informed by the Agent that unless they did so the money would be sent back to Ottawa and no payment made until another year.

Sharp Practice.

47. At the conclusion of the payment, the Head Chief, who does not speak or read English, was handed a copy of the paper which they had signed, and upon taking this away for translation, it then became known for the first time that they had signed another farming lease of a quite different character, cancelling the first one, taking from the Indians the straw and changing the \$6 payment on account into a payment in full.

48. An important point to be noted here is that this fraudulent loss of the straw produced on several thousand acres of lessees' crop in the following year was a contributing cause of the disaster which overtook the Blood Indian cattle as hereinafter shown.

Pretty Low-Down.

49. After being deprived of 75 per cent. or 80 per cent. of their benefits from this ten-section farming lease by the substitution of one legal document for another, the victims expected prompt and full payment of that little which was left to them, the annual \$6 per capita promised in the name of the King to be paid on or about the 1st of April, but the western officials of the Department held back the payment for five weeks in each of the years 1919 and 1920 to enable a Government employe armed with a rifle to traverse the Reserve and obtain the consent of each dog owner, under a threat of shooting his or her dog, to the deduction of dog taxes from the said \$6.

50. The Indians requested the Department to discard the document that was substituted and to settle with them according to the original and only legal one, but the Government made no response to their appeal. As the revenue from this particular farming lease does not appear to be shown in the Auditor General's Reports, the claim of the Indians for \$24 per capita annually for five years, instead of the \$6 per capita now being paid to them, is based, as to amount, upon the Agent's statement in 1918 to his Indians, and it is assumed to be correct because the Department has not intimated anything to the contrary during the two years that this grievance has been before it.

A Well-Disposed People.

51. It should be observed that the Blood Indians promptly agreed to the only two leasing propositions that were ever formally submitted by the Indian Department for their consideration. One was the Donald McEwan proposition, as per paragraph 21 above, which was the only grazing lease ever asked of the Bloods by the Government, but it was cheerfully granted and amicably continued for fifteen years. The other was the ten-section farming lease just dealt with in Paragraphs 42 to 50, which was also freely conceded by the Blood Indians as soon as the desire of the Government was conveyed to them.

Prussianism.

52. As there was, therefore, no ground whatever upon which the Blood Indians could be considered as "recalcitrant" in such matters, the policy of ruthlessness then adopted by those in authority and still in force on the Blood Reserve is quite inexplicable unless we believe that it was deliberately planned to put the Blood Indians out of the cattle business and to otherwise reduce them in order to force them through poverty to sell land, the peaceful enjoyment of which was guaranteed to them in solemn treaty by the Dominion of Canada.

53. Ruthlessness is a strong term which should not, and would not, be applied to Indian administration were there not so many authentic cases of official harshness to justify it, fortified by the callousness with which responsible officials have ignored the complaints of the unfortunate victims of the Department's right-about change of policy.

Weakening the Indian Act.

54. Speaking in the House of Commons on the 23rd April, 1918, the responsible Minister, Mr. Meighen, is reported to have said: "Of course the policy of the Department will be to get the consent of the Band, wherever possible, and to meet the Bands in such spirit and with such methods as will not alienate their sympathies from their guardians, the Government of Canada." The Minister was then asking Parliament for power to lease Indian Reserve lands to white people without the consent of the Indians.

55. Owing apparently to the scarcity in the House of Commons of Members who have made an intimate study of Indian affairs, the long-established and always necessary *safeguards surrounding Indian lands were removed from the Indian Act* without anyone in the House seemingly being aware of the fact that they were assenting to the "scrapping" of so many of Canada's Indian Treaties, though several Members did express their suspicion that the new legislation foreshadowed a raw deal to the Indians.

Peremptory Seizure of Reserve Lands.

56. And the raw deal was not long delayed. While the ink was barely dry on the farming lease so cheerfully granted by the Blood Indians, as we have shown, the Indian Department astonished both Indians and whites by suddenly adopting "strong arm" methods in the Spring of 1918, the first of which was to peremptorily dispossess the Indians of the 90,000 acres which they had so recently declined to sell, and to lease it out to white men for the grazing of

sheep, cattle and horses. In order to give this arbitrary action a color of reasonableness at Ottawa, the executive officers of the Department trumped up the utterly false charge that the Blood Reserve was empty and unutilized, in face of the fact, well known to them, that there were at that time grazing on the Reserve close on to 17,000 head of cattle and horses, belonging to the Indians and the old leasing company that was paying them \$10,000 per annum for grazing rights.

Land Leased to Government's Friends.

57. Contrary to the Minister's assurance to Parliament that tenders would be called for "in every case where there is time and circumstances permit," these leases were let privately, thought there was no reason for haste, unless it was a desire to get the land into the hands of certain parties before the public generally knew anything about it. Mr. Martin Woolf, the Liberal M.P.P. for Cardston, in an address in the Alberta Legislature that year, charged that the Blood Reserve leases were made a political matter of by the Dominion Government and granted to his present and past political opponents. A scrutiny of the political records of the beneficiaries would no doubt settle that point.

Eviction of Indians.

58. The area covered by these grazing leases included the homes of many Indians who were ordered to vacate in favour of the lessees, while others were dispossessed of their fenced pasture fields. Hay lands used by many Indians, some for 20 and 25 years, and upon which they depended for cattle feed and their own living, were also handed over to the white lessees to be used by them as hay lands.

59. This 90,000 acres of leased land was located in two blocks, one of about 40,000 acres of heavy grass-land at the south-western end of the Reserve, and the other of about 50,000 acres of short grass at the northern end.

60. The 40,000-acre block contained much of the best hay land on the Reserve and also the winter range of the Indian cattle which grazed out all the year round and resorted to the shelter, open springs and high grass of this locality in times of extreme cold, deep snow, and storm.

61. A twelve-mile fence was promptly built by the lessees or by the Government to prevent further access to this area by the Indian cattle, but the white lessees were not compelled to keep their stock within it and the sheep were grazed in many flocks of thousands each over the central unleased portion of the Reserve upon which the Indian cattle and horses were now concentrated.

Unlimited Leases.

62. The northern 50,000-acre block leased was the less desirable land of the Reserve, therefore, in order to give the lessees the maximum of advantage over the Indians it was left unfenced so that the lessees' stock were free to leave it and graze over the unleased central part upon which the Indian cattle were dependent for grass. Many of these north-end leases were frank "dummies" by means of which a lessee would be rented an open unfenced section or two,

drive as many cattle or horses as he pleased to it and then leave them to graze at will on the unleased land.

63. As many of the Blood Indians had been long enough in the cattle business to perceive that this systematic and wholesale overstocking of their Reserve would result in disaster to their own live stock interests, they made strong protests to the Agent, especially against the presence of sheep on their cattle range, but could obtain no satisfaction.

A Super-Official in Charge.

64. It should be observed that on February 16th, 1918, the Government had by Order-in-Council appointed a Special Officer to take charge of "Greater Production" on western Indian Reserves *under the personal direction of the Minister and operating independently of the regular organization of the Indian Department*, the first of whose duties was, as per the said Order-in-Council, *"to make proper arrangements with the Indians for the leasing of Reserve land which may be needed for grazing, for cultivation, or for other purposes and for the compensation to be paid therefor."* (I. D. Report for 1919, page 10).—Appendix, paragraph 23.

65. *These duties were not performed* with regard to the said 90,000 acres of leases, as no arrangement of any sort was proposed to or discussed with the Blood Indians who knew nothing of any intention to place sheep on their Reserve until the sheep were actually there in thousands and those Indians who resided within the said area were ordered to vacate their homes in favour of the Government's lessees. LLC

66. As for compensation to the tribe for the lands so leased or to individual Indians for losses sustained by the confiscation of their personal holdings, nothing of the sort was proposed then, or has been during the three years that have since elapsed with the confiscation in full force.

67. As nearly all of the individual sufferers from the confiscations were on the "black list" created for the land sale campaign, the "Greater Production" grazing leases were in the first place presented to the Bloods in the light of punishment for "recalcitrancy," and nothing has been done since, such as the offer of compensation, to remove that aspect from the situation. Thus the Indians were left to consider themselves the victims of ruthlessness.

68. When some of the Indians were expressing in appropriate language their opinions of the lack of wisdom in crowding their cattle range with sheep, and their indignation at the rough dispossession to which they were being subjected, the Agent sent an exaggerated report to Ottawa causing the Government to fear that the Indians contemplated taking the law into their own hands and expelling the invaders from their Reserve, a measure which the Bloods, who are a tractable people, had not even considered.

Terrorizing the Indians.

69. In consequence of said report of the Agent, however, a higher officer of the Department appeared upon the Reserve with three armed policemen and the belated information that the leases had been granted as a war measure and

would be maintained by force if necessary, to accentuate which the Head Chief of the Bloods was told that: *"Anyone who even objects to what is being done on the Blood Reserve or anyone who advises anyone else to object will be arrested and prosecuted,"* which was a considerable threat to make in support of a bunch of predatory leases that were absolutely devoid of moral sanction and of doubtful legality when written.

Cattle Management.

70. For about 16 years the Blood Indian cattle, though belonging to a large number of individual owners, have been handled under what is called the range herd system, one feature of which was the holding of two roundups each year for the various purposes of branding the calves with the numeral brands of their mothers, dipping all cattle for mange, and counting. The necessary expenses have always been paid out of the cattle management fund kept up by a percentage tax on beef sales, which fund also provided the salary of the white stockman in general charge of the cattle, the wages of his Indian assistants and the cost of whatever hay was required to feed such of the cattle as could not remain out on the open range all winter.

71. Previous to 1919 such routine duties as roundup work, with expenses paid from locally raised funds, were performed as a matter of course in their proper season without the necessity of obtain special authority from Ottawa, but following the disorganization of the Department incidental to the so-called "Greater Production" activities, the then Agent at the Blood Reserve states that he received orders not to incur any expense whatever exceeding \$10 without special permission from Regina.

Round-Up Obstructed.

72. In 1919, when Spring roundup time arrived and the Agency roundup outfit was all ready to begin the important work of calf branding, dipping the whole herd of 3,700 or more for mange, as then required by the regulations of the Department of Agriculture, and counting the whole herd by brands in order to make a new official cattle record to be signed by the recently appointed Indian Agent, the Government took the extraordinary course of refusing to permit the usual or any expenditure for said work and gave orders to the effect that the Agent could take his office staff and other such help and do the roundup work on foot.

73. This refusal of funds was maintained after it had been explained that the work was technical, requiring eight or ten riders skilled in handling range cattle, and each rider with at least six saddle horses. That Spring roundup work, so vital to the cattle business of the Blood Indians, would not have been done at all had not the McEwan ranch successors come forward and paid the Indian roundup expenses as well as their own.

Indian Agent Warns the Government.

74. Under date of June 3rd, 1919, the Indian Agent of the Blood Reserve reported to his superior on the discouraging prospect of getting hay, owing, as he expressed it, to the reserve "being pretty well pastured off," which meant that

the Reserve was overstocked by the lessees to the point of endangering the interests of the Indians. It does not appear that any attention was paid to this communication.

75. A month later, on July 3rd, the Agent repeated his warning, this time making the definite statement that the hay crop was going to be very short, that he did not think that there would be enough for the wintering of the Indians' stock, and mentioning as additional causes the large acreage cut over for hay in the previous year and the effects of a "dry spell" then experienced.

Criminal Neglect.

76. As the first duty of the Government was to protect the interests of the Indians, one would expect that the situation disclosed by those two reports would be met by the prompt cancellation of the grazing leases that were responsible for the rapidly increasing trouble, but nothing was done to show that the responsible authorities took any interest in the matter.

77. When in 1919 the proper time arrived to hold the short Fall roundup to brand with the brands of their mothers the calves born since the Spring roundup, or too young at that time for branding, the required authority was again withheld by the Government, the method of obstruction in this case being the non-acknowledgement of official letters from the Blood Agency on the subject. While awaiting the needed authority of the Government, the Fall roundup was postponed from week to week, until winter set in and the large number of calves remained unbranded and were thus lost to their Indian owners because by the following Spring roundup they would be weaned and not following their mothers.

78. As each cattle owner paid his share of the management expenses from his revenue from beef sales, it followed in practice that whatever hay he delivered at the winter cattle feeding points was treated as a separate transaction and paid for out of said management fund, so that in putting up the 2,000 tons, or thereabouts, of hay normally needed to winter their cattle, the Blood Indian haymakers who owned cattle and those who were not cattle owners received the same price per ton, which, however, by common consent, was usually about half or less than half of the current market price of hay.

Brainless Interference.

79. For the hay-making season of 1919, the local officials on the Blood Reserve received orders that no hay was to be furnished from the cattle management fund but that the range herd system was to be changed forthwith to a system of individual care and management, to which end orders were given for each Indian owner to take his cattle home and look after them.

80. Without dwelling upon the consequences that would have arisen from the fact that many of the cattle were the property of widows, orphans and of children absent at the boarding schools, the proposed innovation was of senseless impracticability because the cattle were wild and could not be kept at the individual homes of the Indians without special preparation in the way of strong fences, corrals, etc., the construction of which would have entailed individual outlay of money that the Indians did not possess.

51. Moreover, the Reserve had by now been so extensively overstocked that the cattle were in no condition to stand the amount of driving about that this ill-advised order entailed, and there was not sufficient grass at or near the homes of the individual owners to feed them, even had it been otherwise possible to keep them there.

Indian Chief Appeals to Ottawa.

52. These circumstances the Head Chief outlined in a telegram to the Minister and suggested that owing to the shortage of grass, 3,000 tons of hay would be no more than a safe provision, much of which he said could be put up by the Indians at a nominal price per ton. In response to his telegram, the Chief received immediately the encouraging reply from the Deputy that the matter was being given urgent and immediate attention.

Disobedient Officials.

53. If, as he supposedly did, the Minister gave immediate and urgent orders that enough hay be procured to protect the Indian cattle, *those orders were not carried out*, and after the haying season had been consumed in palpable trifling with the situation, the Blood Indian cattle went into the winter with an insufficient supply of feed.

A Destroyed Industry.

54. Thus the Department, by permitting certain of its executive officers to arbitrarily interfere with a business of which they were totally ignorant, viz., range cattle management in Alberta, sanctioned the destruction of a creditable industry that had been painstakingly fostered by itself from a start of 50 heifers until the herd numbered thousands and had become the main support of a large Indian population. Eighteen months of wholesale overstocking of the Reserve as shown had the inevitable result of ruining the grass and hay and though the local agent had twice warned his superiors of this condition and though there was a six weeks' cancellation clause in the leases, the lessees had too much "pull" and were not molested.

55. All warnings having failed to induce the Government to cancel its "Greater Production" leases and restore the Reserve to the use of the Indian owners, and it being evident at the beginning of the Winter that *the hay supply was about two-thirds short*, the Government decided to remove a thousand head of Indian cattle to save them from starvation, the McEwan lease successors having hurried their cattle from the Reserve for the same reason, leaving the "Greater Production" lessees undisturbed.

56. Instead of securing cars before gathering the 1,000 head of cattle, orders were received to gather and hold them for instructions, which meant feeding them the invaluable hay that had been secured with so much difficulty and which, as stated, was already insufficient to winter the weak cattle that would have to be steadily fed later on in the season.

Waste of Invaluable Hay.

57. The Indians complained that the 1,000 head of cattle were thus held and fed for several weeks awaiting shipping instructions from Regina, repeatedly

applied for, during which period they had to be fed up to twenty loads of hay each day. As hay prices were then, on account of the drought of that year, soaring to unheard of figures, the total quantity of hay fed to these cattle before shipment had a very high replacement value (baled hay at many times the normal cost had to be shipped in later on from far distant points), and if it were taken into account the large number of Indian cattle that subsequently died for want of that hay, it would probably be found that the needless holding of these cattle cost more than the price that 600 of them were presently sold for.

88. Cars having finally been procured for shipping, 600 of these animals were sold for 5c to 5½c per pound, delivered at Moose Jaw, Saskatchewan, to which point the Indians were charged with the freight, together with whatever losses occurred on the way. This was less than half the normal value of the cattle, but as the Indian Department officials in charge of the shipping did not take the trouble to identify the brands on the cattle, but merely counted the number placed in each car, they might as well have given them away for nothing so far as benefit to the individual Indian owners was concerned.

Neglect to Record Brands.

89. The individual cattle brands of the Blood Indians are numerals and at the time that these cattle were shipped the brands were indistinguishable owing to the growth of winter hair and could not be accurately read by anyone without clipping on each animal the area of the brand, which clipping was not done in this case, the responsible officers after vainly attempting to read the brands without clipping contented themselves with merely counting the animals, therefore, the 600 head of cattle sold were lost to the rightful owners and any statement of individual ownership subsequently prepared for the Department and Indians would have to be fictitious because founded upon guesswork.

Freezing Their Feet.

90. The other 400 head of Indian cattle crowded off their Reserve by the "Greater Production" leases were, to save them from starvation, shipped by rail to the Stoney Reserve, west of Calgary. These were criminally given en route a mid-Winter dipping for mange, and delivered with frozen feet at their destination where 150 of them are reported to have died, the survivors being returned to the Blood Reserve in the following summer with a bill against them of \$4,300. All of this loss and cost was imposed upon the unfortunate Blood Indians rather than disturb the "Greater Production" lessees, who had, within twelve months, been permitted by the authorities to remove from the Blood Reserve thousands of tons of cattle feed which under any system of fair dealing would have been retained for the use and profit of the Indians.

Calamitous Losses.

91. According to the published Report of the Department for 1919, the Bloods had in the Spring of that year a total of 3,742 cattle which of course would not include the Fall calves lost through mal-administration as per paragraph 77. In the following Spring the survivors were counted and found to number about 1,200, later claimed by officials to be 1,300, which after allowing for the 600 sold and a maximum of 250 slaughtered for beef, left a shortage of more than

1,580 which had starved to death on their Reserve from which the Government had, as stated, within one year allowed strangers, backed by armed police, to remove thousands of tons of fodder. (See also Paragraph 48).

No Sympathy for Indians.

92. "I do not think we need waste any time in sympathy for the Indians," said Minister Meighen when, on the 23rd April, 1918, he was putting through the House of Commons the legislation which made these atrocities possible. The Honourable Minister had no cause to worry. There was no sympathy for the Indians. With 17,000 head of cattle and horses grazing upon it in 1917, the Blood Reserve was already stocked to its average safe capacity for all-the-year grazing in that climate, and the issuing by the Department in 1918 of the 38 additional grazing leases which ruined these unfortunate people was either an act of wanton recklessness of Indian rights or of deliberate intention to punish the Indians. If the latter, it was certainly successful.

Destruction of Indian Horses.

93. And the losses were not confined to cattle. Throughout the forty years of their occupation of the Reserve, the Blood Indians wintered their horses of all classes by grazing out on the open range, none being stabled except when in use. During this winter of 1919-20 their horses died of starvation in such numbers that by Spring no less than 600 fatalities had been reported for record. A deplorable feature of this phase of the calamity was the fact that the work horses were the heaviest sufferers, a total of 454 work horses being reported dead of starvation up to the arrival of the green grass. Some of the Indians who were farmers lost all of their teams, while many had nothing left with which to either ride, drive or work, and were thus obliged for the first time in their lives to travel the long distances of that country on foot.

The "Fortunate Indian."

94. "The Indian is very fortunate," said the Honourable Minister to the House of Commons. "He has all he had before, and now, in addition, he has the rental for this land," to which the Indian replies: *"You have killed my cattle and my horses, by taking from me the grass that I had before, and though three years have passed I have yet to see the first dollar of the promised grazing rental."* A large sum of money was received by the Department from the grazing leases but none of it was paid to the Indians and it has been of no benefit to them as it was kept in a general fund at Regina or Ottawa entirely beyond the control of the Indians and was mostly wasted by the Government in fruitless efforts to repair the damage caused by the ill-advised leases. A reading of the somewhat elaborately camouflaged Account, in the Auditor-General's Report, 1919-20, pp. 1-137 and 1-183 will show that about \$58,807 was expended for cattle management, mainly on imported baled hay, when \$15,000 would have been ample had there been no "Greater Production" (?) leases.

Suppression of the Facts.

95. When last Spring (1920) the Blood Reserve was encumbered with the carcasses of cattle that had died of starvation, some of the Indians who had been to school read in the public press an announcement by one of the executive

officers of the Department of Indian Affairs that the cattle losses on the Blood Reserve were but 5 per cent. or 6 per cent., whereas at that date there were hundreds of said carcasses that the Indians were forbidden to skin, though the hides were then in active demand at good prices. Young Indians offered to remove these hundreds of hides at 50c each and turn them over to the Government for sale, but were forbidden. If that ruling was not made for the purpose of suppressing the real losses of the Blood cattle by starvation, what was the reason for wasting so many valuable hides? (They were then worth several dollars each).

Destruction of the Bull Herd.

96. The pure-bred bull herd of the Blood Indians is variously reported as numbering from 66 to 82 in 1919, but we will give the authorities the benefit by accepting the lower figure for the purpose of this complaint. As these bulls represented a large amount of capital, special care should have been taken to preserve them, instead of which we find another instance of wanton destruction of Indian property. 35 were sold, apparently to Gordon, Ironsides & Fares, as "canners" at about 50 per pound (no extra charge for pedigrees), the discreditable sale being smoothed over by reporting that the animals were old, whereas from the purchases of bulls shown in the Auditor-General's Reports it is seen that the majority of the 66 must have been in their prime.

A Falsified Return.

97. After disposing of 35 bulls as above, the authorities sold to a friend one of the best in the herd for \$50, recording the purchaser *under a fictitious name* and classing this bull also as *old*, though the complaint states that he was a three-year-old bull which had recently cost the Agency more than \$450. It is a noteworthy circumstance that the sale of this animal, with the false report to the Government covering it, and the sacrifice sale of the other 35 pedigreed bulls, together with that of the 600 cattle, are reported to have been all put through by the Commissioner's office at Regina from whence an officer was specially sent to the Blood Reserve who operated independently of the local Indian Agent. The latter officer stated that the details of these transactions were kept from him so completely that the Blood Agency was unable to furnish the Department with the usual cattle returns called for at the end of the fiscal year, three months after said sales, and that he, the Indian Agent, was forced to sign these papers in blank and forward them to the Commissioner's office for the insertion of information unknown to and withheld from him. The Indian Agent is supposed to be the responsible representative of the Government in all local affairs.

98. This left at least 30 pure-bred bulls on the Reserve for the Winter, presumably the pick of the herd, and though the Government's executive officers fed hundreds of tons of hay to the Gordon & Ironsides cattle, which need not have been fed to them before sale, they neglected to properly feed the Indian bulls and allowed 22 of these valuable young pedigreed animals to starve to death, leaving but 8 survivors the following Spring. Then they turned around and purchased 6 inferior animals at a cost of between \$200 and \$300 each from the same parties to whom had been recently sold for \$50 the bull so superior

that he is said to have been worth any three of the 6. An inspection of the seven animals would no doubt prove or disprove that estimate.

The Rise and Ruin of a Vital Industry.

99. The cattle raising industry of the Blood Indians, from its modest beginning of 50 heifers in 1894 had, under careful and efficient management, with the active assistance of the Department, made a steady growth—high quality of the stock being considered as important an objective as large numbers—until in 1904 their cattle reached the total of about 4,000 head of exceptionally well bred animals. Then they passed through a high wave of prosperity, touching the 7,000 mark more than once during the next seven years, but two disastrous winters brought the recorded total down to below 4,000 again in 1911, which was not much if at all exceeded afterward, and we find the official count of 1919 showing 3,742 head.

100. In the history of the Alberta range cattle business there have occurred a few severe winters that caused exceedingly heavy losses. Two such hard winters were those of 1908-09 and 1910-11. In one of these the Blood Reserve was covered for a protracted period with deep snow with a hard crust which the cattle could not break through in order to reach the ample supply of grass underneath. In the other winter snow storms of unprecedented fury drove the cattle in thousands clear off the Reserve and into the foothills of the Rocky Mountains where heavy losses occurred. Grazing with the Indian cattle on the Reserve during both of these bad winters were the cattle of the Donald McEwan Ranching Company in charge of their experienced and high-salaried manager, with a full crew of skilled cowboys (working alongside of the Indians under the Department's stockman), but though everything possible was done for the cattle, the Company's losses were quite as high as those of the Indians. There was no maladministration there. There is no parallel between those old losses and the losses herein complained of, because in the Winter of 1919-20 the damage was almost entirely due to scarcity of feed of which the Blood Indians had an ample supply until, as charged, they were heartlessly deprived of it in the interests of white men. It is of great significance that the Indians lost no horses worth mentioning in the bad winters of 1908-09 and 1910-11 because there was plenty of grass and the horses, following their habits, were able to break through the snow to it with their feet and otherwise protect themselves. In 1919-20 the horses died in hundreds for the simple reason that the Reserve had been eaten off bare by the sheep and cattle of the 38 "Greater Production" leases and the Indian horses and cattle literally starved to death.

101. During the high wave period in 1904-1910 inclusive, the Blood Indians branded no less than 9,212 calves, or an average for the seven years of over 1,300 calves per annum. The best single year was 1909, when at the annual dipping for mange the Bloods found by careful count and tally by brands that they owned more than 7,300 cattle, and that year they branded more than 1,600 calves. Last year, owing to the maladministration of this Government, their calf branding was reduced to 130, *two years of so-called "Greater Production" having set them back more than 22 years*, as we have to go back in the records as far as 1898 in order to find a calf branding as small even as 190.

102. The final example that we have to here relate of the malevolence which seems to have pursued the ill-fated Blood Indian cattle to their destruction at the hands of the executive officers of the Department, and which brings that portion of our story down to 1920, is that the authorities would not, or at least did not, by the purchase of an adequate number of bulls last year, provide for the proper breeding of the female cattle that survived the disaster of the previous winter; thus the unfortunate Indians were by said executive officers deprived of whatever chance they otherwise had of a normal and natural recovery from the losses which had been so discredibly imposed upon them.

Reduction.

103. While, as we have shown, the Blood Indian as a stock grower was being eliminated, or while, at any rate, his participation in that industry was being reduced to the minimum that would justify the charge that he was a holder of surplus and unutilized land, another set of operations were in progress directed at the profits which the individual Indians had already secured from their farming and cattle interests. The effect of not being permitted to enjoy the financial benefit of success in good years, added to the disappointment of bad years, would be, of course, to discourage all effort on the Reserve and to dispose its Indian owners toward selling land, which seems to be the single settled policy of certain officers of the present Government towards the Bloods.

Juggling with Trust Money.

104. The Indians complain that in September, 1918, the year before the principal calamity, the executive officers of the Department gathered up on the Blood Reserve and sold a mixed lot of Indian cattle, including three-year-old steers, two-year-old steers and young breeding cows, the orders being to "take everything that is fat." For these cattle the authorities are said to have received more than \$42,000, the steers in the shipment being sold for \$168 each, at the then price of about 14c per pound, live weight.

105. Blood Indians whose *private property* these cattle were have been unable to secure an accounting of the said \$42,000. The owners were bluntly informed that the "*Indian share*" would be \$50 a head and after a delay of about six months credits on that basis were carried to some of their accounts. They subsequently learned that the said executive officers had taken about \$20,000 of these personal Indian funds and had re-invested it in other cattle which were, after long being fed with hay, in turn sold for about \$20 a head less than they had cost. In the first place, the loss from this absolutely unwarranted speculation with trust moneys falling upon the Blood Indians.

106. The object in selling in 1918 that \$42,000 lot of cattle is not known. It was not done to provide needed revenue for the Indian owners, as is shown by the subsequent use made of the money, and it was not done to free the Reserve of surplus beeves, because they had no more steers than were required for domestic consumption and they had to take unmaturing two-year-old steers and about ninety cows to make up the shipment.

107. In consequence of having made the above sale of cattle, including, as stated, all steers down to two-year-olds, there was no beef supply left for the

ensuing winter and for many months the Department's executive officers brought in and slaughtered large numbers of the Indians' young cows in calf, *throwing out the unborn calves day after day* to the serious loss of the Indians, and to the astonishment of those of them who had heard so much of the importance of "Greater Production" of food supplies on Indian Reserves.

108. Another lot of Blood Indian cattle were sold for about \$15,000 by said executive officers of the Department, and of this sum but \$2,000 or \$3,000 was credited to the accounts of the Indians who owned the money, and no explanation given of the balance, though the Indians learned indirectly that the greater part of the funds had been used to buy cattle, concerning the branding or disposal of which no information was available.

Seizure of Private Funds.

109. During this campaign of compulsion that the Department's executive officers were pursuing on the Blood Reserve in order to force the Indians into a land sale, thousands of dollars of personal Indian income derived from beef and grain sales and on deposit at the Agency in trust for them individually, were peremptorily seized by said executive officers for the ostensible purpose of re-investment in breeding cattle. Protests of the Indians against this unjustifiable use of their private moneys were repeatedly made, but were met with the statement that it was the order of the Government and must be obeyed. Some Indians objected that they already had enough cattle, others that they wanted to handle their own money, but protests availed nothing and the cash was arbitrarily deducted from their accounts in single amounts of \$300 and more, the total running into thousands of dollars which, after repeated appeals to the Government for adjustment, are still outstanding. The laws of Canada seem to provide no method by which Indians can, as a matter of right, secure a hearing of such claims.

110. The Indian victims of this irregularity were not allowed to "clap eyes" on the cattle alleged to have been purchased with their money. Some few cattle were actually bought by the Government with some of this money, but instead of passing them over to the Department's stockman for branding and delivery to the Indians who were entitled to them, they were handled in such a way that Indians who made repeated trips to the Agency for the purpose of getting these cattle did not succeed in even seeing them. Eventually some of these Indians were informed that the cattle had died, others that the animals had been turned out on the range, but most of them believe, and with good reason, that the heifers charged to them were mythical, which belief became a practical certainty when subsequent roundups failed to disclose their presence on the Reserve.

A Poor Place to Leave Cash.

111. The Indians also charge in this connection, a charge which, like many of the others, can easily be proven from the Agency books, that money was, without their consent, taken from their individual deposits and used to purchase cattle which were then branded with the Government or tribal brand only, so that when they would be subsequently sold or otherwise turned into revenue

the proceeds would go into some general fund and be quite lost to the individuals whose money had bought them. This, of course, was direct confiscation of cash deposits, and as a result of these confiscations of cash, as described in this and the preceding two paragraphs, there are hundreds of Blood Indians who believe today that *the most unsafe place for them to leave their money is in the hands of the Department of Indian Affairs*, which for so many years in the past possessed, as it was then entitled to possess, their full confidence.

112. It is not intended to herein suggest that the Department's officials personally benefited from any of these irregularities, the main object of which seems to have been to cripple the Indians, while in some cases possibly a secondary purpose was to secure funds for unauthorized local expenditure that could not be met by Head Office grants. So far as the Indian was concerned, it mattered little what was done with the money of which he was so unjustly deprived, because he was the permanent loser in any case.

Still More Dishonor.

113. Another bright scheme then adopted in the general plan of reduction in the income and assets of the Blood Indians, was to make a ruling that all progeny of cattle issued to Indians in long past years under the loan system, as explained in Paragraph 18, should be declared to be the property of the Government, under the pretence that the word "loan" in those old agreements did not merely create a debt of the original number of heifers issued, but that it covered their progeny for all time to come.

114. Accordingly, as beef steers and other cattle, such as dry cows, that originated under the loan system, were sold or butchered, the Government boldly confiscated the proceeds from the unfortunate Indians who had for so long considered themselves cattle owners, and turned the money back into Consolidated revenue or some such receptacle in Ottawa where we find in the Auditor-General's reports for 1918 and 1919 the sum of \$14,695.25 received from the Blood Agency for "Beef sold," with another amount from the same source shown in the next year.

115. Here we see a former administration of Indian Affairs going to Parliament for money with which to purchase cattle to be given to needy wards of the nation under certain definite promises, and a few years later this present administration of Indian Affairs brushes aside the promises, confiscates the cattle, turns them into cash and returns it to the Public Treasury, presenting a complete reversal of sound public policy, as indefensible as it was retrogressive.

116. The General Scheme of "Greater Production" on Indian Reserves, as inaugurated by the Department in 1918, embraced four phases which were put into effect on the Blood Reserve:

1. The leasing of 6,000 acres of land for farming purposes, as dealt with in Paragraphs 42 to 50;
2. The destructive grazing leases mentioned in Paragraphs 56 to 69;
3. The taking over of about 5,000 acres of the Reserve by the Government to farm on its own account; and
4. The assisting of Indians to extend their individual farming.

117. The last mentioned feature of the "Greater Production" activity, while it was really the only commendable undertaking of the four, was also the most neglected, and the farming efforts of the Indians were interfered with, retarded and discouraged in a number of ways in favour of the Government farm which was given the right of way over everything. A few illustrations will show how this was done.

Seizure of Indian Machinery.

118. The two large traction plowing outfits owned by the Indians and bought with their money, which had been kept in enforced idleness for two years by the Department as stated in Paragraphs 30 to 34, were, in the Spring of 1918, taken, without the consent of the Indians, and used for plowing sod on the Government farm at a time when they should have been doing similar work for the Indians under Class 4 of the "Production" scheme, which Indian plowing was in consequence delayed until the months of August and September, long after the proper season for breaking or plowing sod, when it had to be done under the most unfavorable circumstances, it being well understood that in Southern Alberta breaking land, to be of value, must be done in the Spring or early Summer while moisture is still in the top soil and the grass un-matured.

119. In the Fall of 1918, though their grain harvest was much reduced by drought, the Indians were not permitted to thresh their own wheat, with their own threshing outfit, purchased by themselves, until said machinery had first been used to thresh the harvest on the Government farm, so that shrinkage caused by delay and bad weather would fall upon the Indian farmers.

120. Seed drills in use by the Indians, and bought with their own money, were taken from them by the Department's executive officers and sent to the Government farm, where no less than 13 drills were to be seen seeding at one time while Indian farmers a short distance away were forced to seed their farms broadcast by hand.

Unjust Discrimination.

121. Further evidence along the same line is seen in the fact that at the time of the seed drills incident the Department's executive officers furnished No. 1 Prize Wheat to seed the Government Farm, but obliged the Indians to do their seeding with No. 3 Wheat.

122. Moreover, many of the new Indian farms started under Class 4 of the "Greater Production" scheme would have remained unfenced throughout their first crop year had not the local Agent misunderstood instructions from his superior and furnished the Indians an advance of wire with which to protect their crops, for which action he was officially censured.

123. In allotting in 1918 the said new farms to Indians, the "Black List" used in the recent land sale campaign was adhered to, excluding from participation in such extension of farming the Indians who had refused to sell land.

An Iniquitous Transaction.

124. In the same Fall (1918) the officials in charge of the Government Farm

sold to one of the grazing lessees a quantity of flax straw on condition that said officials should force the Indians to sell to the said lessee 1,000 tons of their privately owned hay at \$10 per ton, when hay was then selling on the open market at from \$15 to \$18 a ton, with a heavy demand. The hay permit clause in the Indian Act was invoked in order to apply the necessary pressure upon the Indians who, after much protest, delivered the hay to said lessee. The Indians were subsequently informed that the flax transaction netted the Government Farm about \$900, so in this single instance *the Indians were personally mulcted in the sum of from \$5,000 to \$8,000 in order that the Government Farm might gain \$900.*

Deprived of Official Leadership.

125. A grievance of less importance than many of the others is that for some years past the Department has left unfilled the vacancies in the ranks of the 15 Minor Chiefs of the Bloods provided for in the Treaty of 1877 and now reduced by death to about half of that number. The Indians report that last Fall they were officially advised that these vacancies were soon to be filled by the Government but that the selections would not be made until another land sale vote was polled. The impression left on their minds was that these promotions were to be used as bribes.

126. Last year, at the request of the Indians, the Department decided to give up the 5,000-acre Government Farm established in 1918 under Class 3 of the "Greater Production" scheme and divide it amongst some of the numerous members of the Band who had always desired to farm the land. The officials issued to Indians a block of said plowed land at the north end of the Reserve unconditionally because the Government had failed to grow a crop on it in three seasons, but with regard to several thousand acres of said Government Farm situated at the southern end, where the land is good and crops can be nearly always grown, the said officials merely took the names of the Indian applicants for this land and said that it would not be finally allotted until after the next land sale vote. These Indians also understood, though nothing was plainly stated, that getting their farms would be dependent upon voting as desired by the Government, and it will be interesting to see how the men on that particular list did vote at the third polling which occurred a few days ago.

A Disastrous Appointment.

127. As the Order-in-Council of 1918 appointing an Indian Commissioner (see Appendix, paragraph 23) virtually handed over to him the Indian Affairs of three Provinces to be managed by him directly under the Minister, and independently of the established organization of the Indian Department, it followed that since that time the headquarters office at Ottawa had practically no authority over the live stock and farming interests of the Blood Indians, so vital to them, and the Department seems to have also relinquished its control of their other affairs, outside of educational matters. *To the unusual character of said appointment is due, beyond doubt, the principal of the troubles of the Blood Indians, as it is inconceivable that the Ottawa officials of the Department who had with marked success controlled the Blood Agency for thirty or more years, would,*

with their experience, have thrown the Reserve wide open, as was done in 1918, and destroyed the Indian stock.

Indians Memorialize the Government.

128. A Memorial, setting forth most of the foregoing complaints, and some others, was presented to the Minister of the Interior on behalf of the Blood Indians on the 31st May last, to which the Indians subsequently added and filed with the Indian Department a ratifying document bearing the signatures of 200 members of the Tribe, including the Head Chief and all of the Minor Chiefs, which latter document also authorized the present writer to take such measures on their behalf as might be necessary to properly ventilate their grievances. (See Appendix).

129. In the Memorial, the Indians requested that their Reserve be returned again to their peaceful possession as provided by Treaty and that they be compensated for the losses sustained by them in consequence of the Treaty-breaking leases; or, alternatively, they requested that the administration of their Reserve since 1917 be thoroughly investigated by a Judge acting as Commissioner with court powers under The Inquiries Act, Chapter 104 of the Revised Statutes of Canada, 1906.

"Justice Delayed Is Justice Denied."

130. The Superintendent-General of Indian Affairs, in June last, forwarded the Blood Indian Memorial, together with a report upon it by his Deputy, to the Indian Commissioner at Regina for his report, but this latter official was permitted to ignore the matter and had not reported upon it up to February of this year.

131. Up to the present time the Government has declined to admit its responsibility for the losses sustained by the Indians in consequence of the "Greater Production" leases and by failing to cancel the leases it has declined to restore the Reserve to their use as memorialized to do.

Another Demand for Land.

132. While continuing to avoid discussion of the Memorial with the Indians, and without replying to it, the Government informed them, last Fall, that the only way open to them by which they could free themselves of their misfortunes would be to surrender part of their Reserve, from which it was inferred that the 90,000 acres would be kept from them until they had surrendered and that reparation, if made, would be from the sale proceeds of their own land.

133. This announcement was followed during the recent winter by the usual preparatory campaign, in which the Indian voters were made to feel the pangs of hunger, while the many thousands of dollars of their confiscated and misappropriated funds were still withheld from them, until at the end of last month, their powers of resistance were seemingly at a minimum, their finances being at about the lowest point in the year.

More Intimidation.

134. The propitious moment having apparently arrived for another attack upon

their land holdings, the Indian Commissioner appeared at the Blood Agency, accompanied, it is reported, by a force of no less than ten Mounted Policemen, in order to record another vote on the land surrender, the demand this time being, according to a recent item in the Press, 126,000 acres, but to their credit the Indians declined to be intimidated by the display of armed force and voted down the proposition, according to said newspaper report, by a poll of 144 votes to 99, or a majority of 45 against the land sale, which would seem to be an appropriate way to meet the "strong arm" business methods of a misguided Indian administration.

Nepotism Run Wild.

135. It would be unfair to the case of the Indians to conclude this Memorandum without mentioning that in their heretofore futile efforts to obtain a hearing of these numerous complaints—any one of which would have been very promptly investigated and disposed of under the Indian administration of former years—no reasonable explanation of the immovability of the Government has been heard other than the explanation of "the man on the street," that, as rendering justice to the Blood Indians would involve an admission of blunder or fault upon the part of a public official who is well known to be a protege and relative by marriage of the Leader of the present Government, it is considered in Governmental circles to be much more desirable that the Indians should suffer than that any of themselves should risk the displeasure of the Premier by attempting to relieve them.

136. The weight of this point is not dependent upon showing that there has been direct interference or a "hands off" order from the Premier, who has indicated the position with sufficient clearness in various exaggerated statements to the House of Commons concerning the services of said relative. (Hansard, July 5th, 1919, pp. 4814-4819).

137. There is no intention here to criticize the mere appointment or promotion in the public service of a friend or relative by a Minister, but if said appointee blunders in administration, causing serious losses to a third party, the latter's claim to a hearing should not be denied in the interests of the personal connection, and if such relationship between two public officials is used to prevent a Tribe of unfortunate Indians from securing common justice from the Government—of a kind identical to that which white persons are securing through our Courts every day—it becomes nepotism of a peculiarly vicious character. In this connection it is notable that a series of questions concerning the Blood Reserve, recently asked by Members in the House of Commons, brought forth in sixteen cases answers which were either so palpably evasive, so glaringly misleading or were so frankly mendacious as to indicate that under the present administration Departmental officers are either not permitted to speak the truth to Parliament or that they are afraid to do so in connection with certain matters.

138. The Blood Indians still hope that the Government will be induced to release them from the intolerable situation described herein and to restore to them their Reserve and its affairs in a condition equal to that in which it was

when the Government took it over at the outset of its "Greater Production" campaign in 1918.

139. The Indians are not asking the Government to accept any unsupported statements as facts. Some of these charges can be proven from the official records at Ottawa, many can be proven by the books of the Blood Agency, while a larger number of the most serious complaints will require the taking of the sworn testimony of many witnesses on the Blood Reserve, which, for obvious reasons, must be done before a Judge or some tribunal quite independent of the Department of Indian Affairs and of the Government.

The Plain Duty of the Government.

140. The proposition that is presented to the Government in this case is really a very simple one. 200 Indians, constituting a two-thirds majority of the adult males of their Tribe, headed by their Principal Chief and all of their Minor Chiefs, have made written charges of maladministration of their affairs, and have memorialized the Government for relief or for an impartial investigation. If the Indians are to be flatly denied redress in such a matter, what are their rights, and how can they be exercised?

OTTAWA, ONT., APRIL 7th, 1921.

APPENDIX

(THE BLOOD INDIAN MEMORIAL OF 31st MAY, 1920)

To The Honourable Arthur Meighen, P.C., K.C.,
Minister of Indian Affairs,
Ottawa.

The Memorial of the Blood Indians inhabiting the Blood Reserve in Southern Alberta, respecting certain grievances relating to the administration of their affairs and Reserve, sheweth:

1. That your Memorialists occupy a Reserve set apart for them in 1877 under Treaty Number 7 and an amended Treaty made on the 2nd July, 1883, lying between the Belly River and St. Mary's River in Southern Alberta, having an area of 547.5 square miles.
2. Your Memorialists, numbering about 1,150 souls, are and have for many years been engaged in farming on the said Reserve and in raising cattle and horses thereon.

Farming Lease Surrenders of 23rd March and 30th May, 1918.

3. In the year 1918, in consequence of an agitation for the greater production of food stuff rendered necessary by the war, it was suggested to your Memorialists that they should surrender to His Majesty The King, for a period of five years or until the expiration of one year after the conclusion of the war, a portion of their said Reserve to be used for the purpose of producing grain, and at a Council of the Chiefs and principal men of your Memorialists, duly called and held on the 23rd day of March, 1918, for the purpose of assenting thereto, a surrender of about 6,080 acres of your Memorialists' Reserve was made to His Majesty The King, for the purposes aforesaid.

4. The said surrender provided amongst other things:

(a) That such surrendered lands should be leased to such person or persons as would pay the greatest yearly rental therefor;

(b) That, after deducting the expenses of management all moneys received from such leasing should be paid in cash equally amongst your Memorialists;

(c) That the Lessees should not take more than two crops consecutively off any land farmed, the land to be summer-fallowed the third year from breaking the sod;

(d) That all noxious weeds should be destroyed each year before seeding;

(e) That all straw grown on leased lands should be kept by the Lessees for the cattle of your Memorialists;

OUR BETRAYED WARDS

(f) That the Indian Agent of the Reserve should be entitled to enter said leased lands with your Memorialists' cattle to feed the same with such straw;

(g) That at the expiration of said leases said lands should be returned in good agricultural condition, and that all improvements made thereon by the Lessees should become the property of your Memorialists at the expiration of the said leases.

5. Between the date of the making of the said surrender on the 23rd day of March, 1918, and the 30th day of May, 1918, the said lands so surrendered were leased by His Majesty The King to various white men, and your Memorialists were informed by their agent that the annual rentals to be received from said leases would approximately amount to \$30,000, or on the average, after deducting expenses of management, to about \$24 per head annually of your Memorialists.

6. That your Memorialists having been promised by the Indian Commissioner an advance payment on account of said rentals of \$10 a head were subsequently notified by the Indian Agent that they would be paid only \$6 per head, and your Memorialists having assembled on or about the 30th day of May, 1918, with their families and tents at the Indian Agency, pursuant to order so to assemble issued by the Indian Agent, for the purpose only, as your Memorialists believed, of receiving payment of said \$6 per head, were then informed by said Indian Agent that unless your Memorialists would sign a document then presented to them, but which was not translated or explained to them, the expected payment of \$6 per head would not be made.

7. Your Memorialists being thus faced with the alternative of either signing said document or of not receiving said payment, signed the said document of the purport whereof they were not then aware.

8. Subsequently your Memorialists learned that the document which they had been induced to sign under the circumstances aforesaid, was a new surrender of the said 6,080 acres of their said Reserve upon terms and conditions very materially different from and far less favorable to your Memorialists than those contained in the said surrender of the 23rd day of March, 1918.

9. The said surrender of the 30th day of May, 1918, did not contain the terms of the said surrender of the 23rd day of March, 1918, set forth in paragraph four (4) hereof and lettered (a), (b), (c), (d), (e), (f), and (g), but instead thereof contained the following terms, viz:

(h) His Majesty shall pay to each member of your Memorialists' Band the sum of \$6 in each year for six years or so long as the said surrender shall remain in force;

(j) The Government to have the free use of whatever land on the Reserve it may require for the greater production of food producing grain, on condition that Indian labor shall be utilized as far as possible and feasible at current rates; the land to revert when the Government no longer requires the same for greater production of food producing grain.

10. Under the surrender of the 23rd day of March, 1918, your Memorialists would have been entitled to the annual distribution of only about \$6,900, resulting in the very serious loss of \$20,700 per annum.

11. Under the surrender of the 23rd day of March, 1918, His Majesty the King was required to lease the said lands to such person or persons as would pay the greatest yearly rental, the whole benefit of which, less management expenses, belonged to your Memorialists, whereas under the surrender of the 30th day of May, 1918, the amount receivable by your Memorialists is fixed at \$6 per head per annum, and no provision is made for the distribution amongst your Memorialists of any balance which may remain at the expiry of the leases.

12. Under the surrender of the 23rd day of March, 1918, your Memorialists were entitled to all the straw grown on the leased lands for fodder, while under the surrender of the 30th day of May, 1918, such straw belongs to the respective lessees of the lands.

13. The surrender of the 30th day of May, 1918, contains no provision for rotation of crops, or for summer-fallowing, or for the keeping down of noxious weeds.

Establishment of a Government Farm.

14. Under the provisions of the surrender of the 30th day of May, 1918, about 4,800 acres of your Memorialists' Reserve were taken, by the Department of Indian Affairs, for the purpose of farming the same in aid of greater production of food-producing grain, and although your Memorialists were not aware, when they signed the said surrender, that they had agreed to permit the Government to use so much of their Reserve for that purpose as it might require, your Memorialists do not object to the said surrender on that account, as they would willingly have agreed to such a provision had they been requested so to do, though they are aware of no reason why they should not have compensation for the use of said land, but your Memorialists aver that the mode in which the said 4,800 acres have been farmed has been of serious damage and loss to them because while prior to the year 1918 your Memorialists enjoyed the services and instruction of three Government Farm Instructors—whose entire services were utilized for their benefit—when the Government began to operate said 4,800 acres it did not appoint a new Farm Instructor for the district known as Farm 3 in the place of the Farm Instructor for such district who had resigned, but, instead of so doing, appointed a foreman for said Government Farm whose whole time and attention was and is devoted thereto, whereby Indians in said district known as Farm 3 were and are deprived of the services of a farming instructor as enjoyed by them up to 1918, and because your Memorialists were wholly deprived of farm machinery which they had formerly used and which was purchased with their funds and which machinery was placed on said Government Farm, the consequence whereof being that many of your Memorialists who are sowing grain this year are obliged to sow the same broadcast by hand, though no less than 13 seed drills are in operation on the Government Farm.

15. In further support of your Memorialists' contention that the existence of the said Government Farm on the Blood Reserve is detrimental to the farming interests of your Memorialists, they say that in 1918 two large traction plowing outfits, the property of your Memorialists, bought and paid for with their own money, were taken without the consent of your Memorialists and used for plowing sod on the Government Farm, though said machinery was urgently needed by your Memorialists for similar work, which was in consequence delayed until the months of August and September, long after the proper season for breaking or plowing sod, when said work of your Memorialists had, if done at all, to be accomplished under the most unfavorable conditions, much to the detriment of your Memorialists' interests, it being well understood that breaking, to be of value, must, in Southern Alberta, always be done in the Spring and early Summer while moisture is still in the top soil and the grass unmaturing.

16. Furthermore, your Memorialists complain that in the Fall of 1918, though their grain harvest was much reduced by drought, they were not permitted to thresh their own wheat with their own threshing outfit until said machinery had first been used to thresh the harvest on the Government Farm, the rule seeming to be that the Government Farm has the "right-of-way" over everything.

17. Your Memorialists further complain in this connection that in the Fall of 1918 the officials in charge of the Government Farm sold to one of the grazing lessees a quantity of flax straw on condition that said officials should force your Memorialists to sell to the said lessee 1,000 tons of their privately owned hay at \$10 a ton, when hay was then selling on the open market at from \$15 to \$18 a ton with a heavy demand. The hay permit clause in the Indian Act was invoked in order to apply the necessary pressure upon your Memorialists, who, after much protest, delivered the hay to said lessee. Your Memorialists subsequently were informed that the flax transaction netted the Government Farm about \$900, so in this single instance your Memorialists were personally mulcted in the sum of from \$5,000 to \$8,000 in order that the Government Farm might gain \$900.

18. Your Memorialists state that the gross mismanagement of the said Government Farm has from its inception been a disgrace to the Blood Reserve, in support of which your Memorialists, to give a single illustration, say that the wheat crop on the said Government Farm last Summer was permitted to stand unfenced from seeding time to the beginning of August, just before the harvest, during which period thousands of cattle and horses grazing upon it destroyed wheat conservatively estimated at a value of \$50,000. This amazing negligence was explained to your Memorialists by the Indian Agent as due to his inability to secure from the Commissioner the necessary authority to fence the crop, though said Commissioner was aware that the grain was standing unprotected all of this time in the midst of a densely over-stocked cattle range. As a consequence, hundreds of acres of said Government Farm were unfit to cut at all, and on that portion which was harvested they managed to thresh a yield of about six bushels to the acre, as compared with between 25 and 30 bushels to the acre threshed by the lessees on the farming lease a few hundred yards away.

Indian Production.

19. Your Memorialists represent that they were the first Indians in Canada to adopt the system of large scale production of grain on Indian Reserves by the use of traction engines, which they did in the year 1907 with such success that it was later extended by the Department to other Indian Reserves in the West, and the Department of Indian Affairs in its annual report for 1917 was able to make the following favorable reference to the farming enterprise of your Memorialists: "The Blood Indians during the season of 1916, by their own efforts and without any financial aid from the Government of Canada, produced 65,150 bushels of wheat on 2,600 acres, and 26,980 bushels of oats on 768 acres. They grew approximately 7,150 bushels of table vegetables, harvested 6,700 tons of hay and green fodder, and prepared 2,320 acres of summer-fallow and new breaking for the next year's crop."

20. This, with one exception, was the largest yield of grain on any Indian Reserve in Canada, and your Memorialists maintained the same standing in 1917, for wheat, and increased their hay crop to 10,000 tons. Your Memorialists also mention that in 1917 the value of their beef production was \$60,000, being the largest of any Indian Reserve in Canada.

21. Your Memorialists in the development of their farming interests had provided themselves from their own funds with two large steam threshing outfits, several traction plowing outfits and one of the most extensive and complete equipments of modern farming machinery to be found anywhere in Canada, financial means for operating expenses only being needed to complete the intended extension of said farming enterprise until it covers the total farming capabilities of your Memorialists. Thus, in 1918, when the Department decided to speed up grain production on the Reserve of your Memorialists, all that was necessary so to do was for the Government to financially assist the farming development already well advanced, instead of the Government starting to farm the Reserve of your Memorialists on its own account, there being many of your Memorialists then and now anxious to be given an opportunity to farm.

Grazing Leases.

22. By an amendment of The Indian Act passed in 1918, the Superintendent-General of Indian Affairs, when any land in a Reserve, whether held in common or by an individual, is *uncultivated*, and the Band or individual is unable or neglects to cultivate the same, may, without a surrender, grant a lease of such lands for agricultural or grazing purposes.

23. On February 16th, 1918, an Order-in-Council was passed appointing Mr. W. M. Graham as Indian Commissioner in Manitoba, Saskatchewan and Alberta, with the following duties and powers:—

- (a) To make proper arrangements with the Indians for the leasing of Reserve lands, which may be needed for grazing, for cultivation, or for other purposes, and for the compensation to be paid therefor;
- (b) To formulate a policy for each Reserve;
- (c) To issue directions and instructions to all inspectors, agents and employees in furtherance of that policy;

(d) To make purchases and engage or dismiss any extra or temporary employees, and market the yield of grain and live stock, and in effect to have the sole management of this work subject to the approval of the Superintendent-General of Indian Affairs, to whom he shall report fully at close and regular intervals;

(e) To make recommendations to the Superintendent-General of Indian Affairs, looking to the greater efficiency of such of the Indian service in the said provinces as is not related to the said special work.

24. Under the powers granted by the said amendment the Indian Commissioner took possession of about 90,000 acres of your Memorialists' Reserve, composed of two blocks of approximately equal area, one at the south-western end of said Reserve along the Belly River, and the other at the northern end of said Reserve extending from the Belly to St. Mary's River. The area so taken at the south-western end of the Reserve included the winter grazing range for your Memorialists' cattle, numbering over 3,600 head, and also included their winter watering-places, all of which were shut off from use by your Memorialists by a twelve-mile line fence.

25. The area at the south-western end of said Reserve was fenced off from the rest of said Reserve and some of it was rented to sheep raisers who, notwithstanding said fence, steadily pursued the practice of driving their flocks of sheep, numbering thousands, in north-easterly direction slowly across the unleased portion of the Reserve to the St. Mary's River, which being reached, such flocks would then be driven slowly back to the starting point, in consequence whereof the herbage in the line of route was eaten or destroyed, and the tract traversed became unfit for pasturing cattle, as cattle will not graze after sheep have passed over a pasture. In this manner a very large portion of the Reserve was rendered useless for your Memorialists' cattle and horses.

26. The area of said Reserve taken at the north end thereof was leased to sheep, cattle and horse raisers and was not fenced, and said stock-raisers allowed their cattle to feed to south of the leased territory, over your Memorialists' grazing ground, overstocking the same, whereby the fodder thereon was so depleted that there did not remain sufficient to support and feed your Memorialists' cattle and horses.

27. In order to provide the area which was leased for grazing as aforesaid, many of your Memorialists, who lived in the area chosen, were dispossessed of their holdings and forced to abandon their houses, and fenced pastures which had been used by them for many years, were leased to such sheep herders in addition to which hay land used by your Memorialists for over 25 years and on the product whereof your Memorialists largely depended for cattle feed and their own living, was also leased to such lessees and used by them for and as hay land. These lessees are said to have paid an annual rental of \$250 per square mile, and they have sold and hauled off the Reserve thousands of tons of hay, the product of these lands, at \$15 per ton and upwards, which should have been retained for the feeding of your Memorialists' cattle and horses.

28. While under the aforesaid Order-in-Council it was stated as the duty of the Commissioner "to make proper arrangements with the Indians for the

leasing of the said land and for the compensation to be paid therefor," your Memorialists complain that with reference to the above mentioned grazing and hay leases of 90,000 acres, no arrangement of any sort was proposed to or discussed with your Memorialists who knew nothing of any intention to place sheep on their Reserve until the sheep were actually there in thousands, and those of your Memorialists who were resident within the said area were ordered to vacate their homes in favor of the Commissioner's lessees.

29. When some of your Memorialists expressed their indignation at such rough dispossession, the Commissioner appeared upon the scene with three policemen and the belated information that the said leases had been granted as a war measure, and he then had conveyed to your Memorialists' Head Chief the threat that anyone who "even objected to what was being done on the Blood Reserve, or anyone who advised anyone else to object, would be arrested and prosecuted," which threat had the effect of quieting your Memorialists until the present time. As for compensation for the lands so leased, your Memorialists have yet to learn that such is contemplated.

Destruction of the Indian Cattle Herd.

30. For about fifteen years your Memorialists have managed their cattle, a herd of more than 3,600 in number, under the range herd system, holding two round-ups each year for the various purposes of branding calves, dipping for mange and counting. The necessary expenses have always been paid out of your Memorialists' cattle management fund, which has hitherto been used also for the purchase of hay for feeding such cattle as might be unable to remain out on the open range all winter. Last Summer the Commissioner announced that no money would be paid from said funds or from any other funds within his control for the purchase of hay for your Memorialists' cattle, and as this drastic ruling imperiled the very existence of said cattle herd, the Head Chief of your Memorialists telegraphed to yourself an appeal, to which he received at once the encouraging reply that the matter was being given immediate and urgent attention. Notwithstanding said assurance, your Memorialists assert that a reasonable effort was not made to provide the necessary hay, and your Memorialists' cattle went into the winter with an inadequate supply of feed, owing to the Commissioner's negative interference with the cattle business of your Memorialists as shown.

31. In 1919 when Spring round-up time arrived and the round-up outfit was all ready to begin the important work of calf-branding, dipping the whole herd of 3,600 for mange, as required by the regulations of the Department of Agriculture, and counting the whole herd by brands in order to make up for the Department a new official cattle record to be signed by the recently appointed Indian Agent, the Commissioner refused to permit the usual or any expenditure for said work, and gave orders to the effect that the Agent could take his office staff and other permanent help and do the round-up work on foot, which refusal of funds was maintained after it had been explained to the Commissioner that the work was technical, requiring eight or ten riders skilled in handling range cattle, and each rider with at least six saddle horses. This Spring round-up work, so vital to the cattle business of your Memorialists, would not have been done at all had not a private firm of white men advanced and paid the costs.

32. Your Memorialists further state that in the Fall of 1919 when the proper time arrived to hold the short Fall round-up to brand with the brand of their mothers the calves, estimated to be about 300, born since the Spring round-up, or too young at that time for branding, the required authority was again withheld by the Commissioner, whose method of obstructing in this case is said to have been non-acknowledgment of official communications from the Blood Agency on the subject. While awaiting the needed sanction of the Commissioner, the branding was postponed from week to week, until winter set in and the 300 calves remained unbranded and were lost to their Indian owners, because at the next round-up said calves being weaned will not be following their mothers, even if still on the Reserve, which is doubtful, in view of the fact that the Reserve of your Memorialists is no longer an Indian Reserve in a proper sense, but a common continually being ridden over and the stock thereon molested by numberless lessees and employees of lessees claiming the right so to do under the Commissioner's leases.

33. One of the lessees of your Memorialists' Reserve was permitted to remove his cattle during the recent winter without proper inspection of the brands thereon, which cattle your Memorialists are informed were taken some to the United States and some to a point on the Canadian side of the International line. From this latter herd, your Memorialists recovered and brought home 20 head of their cattle which had been wrongfully taken away from the Reserve, giving your Memorialists reasonable ground to fear that a number of their cattle were driven away with the lessee's herd which went to the United States under similar circumstances.

34. During the said recent Winter of 1919-20, by order of the Indian Commissioner, several hundred head of your Memorialists' cattle were gathered on the Reserve, shipped from the district and sold for less than half their normal value in order to save them from starvation. As the individual brands of your Memorialists on said cattle were then indistinguishable, owing to the growth of mid-Winter hair, and could not be accurately read by anyone without clipping on each animal the area of the brand, which clipping was not done, this large shipment of cattle, said to number 600, was also lost to those of your Memorialists who were the rightful owners.

35. As a further consequence of the destructive conditions imposed upon your Memorialists' cattle industry as heretofore shown, a second herd of some four hundred of your Memorialists' cattle, making a total of about 1,000 head in the last two items, had to be gathered up during the recent Winter and shipped by rail to a northern Reserve to save them from starvation on your Memorialists' own Reserve, from which the Commissioner's lessees had, within twelve months, removed thousands of tons of fodder.

36. Your Memorialists also say that in consequence of said mismanagement, your officials are at the present time butchering for sale and for consumption on the Blood Reserve a large number of two-year-old steers, the property of your Memorialists, which are so emaciated from starvation that they weigh about 350 pounds dressed, bringing to your Memorialists a gross return of only \$35 each, whereas but for the said leases, said steers could be left on the

range of your Memorialists until they dressed from 800 to 1,000 pounds of prime beef, worth in excess of \$100.

37. Your Memorialists further complain that in September, 1918, the Commissioner had gathered up and sold a mixed lot of your Memorialists' cattle, including three-year-old steers, two-year-old steers, and young breeding cows, for which there is said to have been received the sum of \$44,000—the steers in this shipment being sold for about \$168 each. Your Memorialists, whose private property said cattle were, have not been able to secure an accounting of said \$44,000. Your Memorialists were bluntly informed that the "Indian share" would be \$50 a head, and after a delay of about six months, credits on that basis were carried to your Memorialists' accounts. Your Memorialists were subsequently informed that the Commissioner had other cattle purchased with a portion of said \$44,000 which cattle were, after long being fed with hay, in turn sold for about \$20 a head less than they cost in the first place, said loss from the unwarranted speculation falling upon your Memorialists.

38. Your Memorialists also say that in consequence of having made the above sale of cattle, including all steers, down to two-year-olds, there was no beef supply left for the ensuing winter, and that for many months the Department's officials brought in and slaughtered large numbers of your Memorialists' young cows in calf, throwing out the unborn calves with the offal, to the serious loss and astonishment of your Memorialists who had heard so much of the importance of food production.

39. In the annual report of the Department of Indian Affairs for 1917, it was stated: "The largest herds are held by the Blood Indians, who own upwards of 4,000 head of the finest beef cattle in the West." Your Memorialists believe that in consequence of the gross mismanagement of and senseless interference with the cattle industry of your Memorialists during the last two years, the above statement of the Department could no longer be made, even were the figure cut in half. About the 10th of this month some of your Memorialists read in the public press an announcement by the Indian Commissioner that last Winter's cattle losses of your Memorialists were but 5% or 6%, whereas, at the date of said announcement, there were hundreds of your Memorialists' cattle lying dead of starvation on the Blood Reserve, which carcasses your Memorialists were forbidden to skin, though the hides are in active demand at good prices. Young men of your Memorialists offered to remove these hundreds of hides from the carcasses at fifty cents each, and turn the hides over to the Government for sale, but were forbidden. If this ruling was not made for the purpose of suppressing the real losses of your Memorialists' cattle, your Memorialists would like to know what was the reason for wasting so many valuable hides.

Destruction of Indian Horses.

40. Your Memorialists state that throughout the forty years of their occupation of the Blood Reserve their horses of all classes were wintered by grazing on the open range, no horses being stabled except when in use. During this Winter of 1919-20, the horses of your Memorialists died of starvation in such numbers that by Spring no less than 538 fatalities had been reported for record.

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A most deplorable feature of this calamity lies in the fact that the work horses of your Memorialists were the heaviest sufferers, a total of 454 work horses being reported dead of starvation up to 12th inst. when the new grass was just beginning to grow. Some of your Memorialists who are farmers have lost all of their teams, while many of your Memorialists have nothing left with which to either ride, drive or work, and are thus obliged for the first time in their lives to travel long distances on foot.

41. Your Memorialists are mindful that the district in which their Reserve is situated was subject to a drought in 1919 with shortage of grass imposing unusual hardship upon live stock owners generally, but this does not affect the fact that in their case your Memorialists had on their Reserve in their Winter range and elsewhere an amount of grazing amply sufficient to have carried their cattle and horses through to the present time had they not been dispossessed of it as described, in order that the live stock of white men might be saved while that of the Indians died.

42. Your Memorialists complain that under the new system of administration to which they herein object, the peace of your Memorialists' Reserve has been seriously threatened by the practice of white men carrying firearms on said Reserve for the intimidation of your Memorialists, in support of which they state that an agent carried a revolver, an engineer went armed with an automatic pistol, a lessees' rider pointed a revolver in the face of one of your Memorialists merely because he was hunting horses on the central unleased portion of the Reserve, and a sheep herder is reported to have fired several shots with a rifle at one of your Memorialists who was driving the sheep out of his own pasture field.

43. Your Memorialists represent that whereas under the Treaty of the 22nd day of September, 1877, they are entitled to two Head Chiefs, and fifteen Councilors, vacancies therein caused by death have not been filled for many years, and at present there is only one Chief and the Councilors number eight only, much to the detriment of the affairs of your Memorialists, who are thus deprived of the necessary official leadership provided for them by Treaty.

44. Your Memorialists contend that the amendment of 1918 to Section 90 of The Indian Act, which empowers government officials to peremptorily dispossess Indians of their pasture fields, their hay lands, and their homes, and by means of private leases to hand all of these over to white men, to be used for exactly the same purposes as the dispossessed Indians were using them, is morally unsound and a breach of the Treaty of 1877, which provided your Memorialists with a Reserve for their exclusive use until voluntarily surrendered, which was not only the understanding of the parties thereto when the Treaty was signed, but was so interpreted and honored by every Government of Canada for forty years thereafter.

45. Your Memorialists desire to add that in the foregoing there is no intended suggestion of the personal dishonesty of any Government official, the whole effort of your Memorialists herein being directed against the policy and methods of administration under which your Memorialists are rapidly becoming paupers.

Your Memorialists therefore pray,

(1) That all grazing leases covering portions of your Memorialists' Reserve granted since the 16th day of February, 1918, be forthwith cancelled.

(2) That the regulations relating to the impounding of trespassing live stock may be enforced as formerly.

(3) That the surrender of the 30th day of May, 1918, be declared null and void and not binding upon your Memorialists, and that the surrender of the 23rd day of March, 1918, be declared valid.

(4) That the Government Farm on your Memorialists' Reserve be divided up amongst Indians belonging to your Memorialists who desire to farm, and that your Memorialists be assisted both financially and by the appointment of Farm Instructors to extend to the utmost, as they earnestly desire to do, their system of farming said Reserve.

(5) That the individual owners of hay who were compelled to sell their hay in the Fall and Winter of 1918 to grazing lessees at from \$5 to \$8 per ton below the market price, be partially recompensed their loss at the rate of \$5 per ton.

(6) That a count of your Memorialists' cattle be made in July of this year, and that losses sustained by individual cattle owners as ascertained by a comparison of the results of such counting with the count made at the round-up of 1919, be made up to them in cattle.

(7) That the losses sustained by your Memorialists by reason of the starvation and death of horses, be made up to the individual losers by replacing the dead work horses and compensating them in money for other horses which died owing to the causes alleged in this Memorial.

(8) That an accounting be ordered as to the disposition of the \$44,000 mentioned in the 37th paragraph of this Memorial, or of such sum as may have been realized from the sale mentioned in said paragraph.

(9) That your Memorialists and their affairs may be entirely removed from the jurisdiction of the Regina Office, under which they have in two years been almost ruined, and that the control of their affairs be returned to the Ottawa Office, which directed the Blood Agency up to 1918, and under which all of their progress was made.

(10) That an election to fill the vacancies in the offices of Chief and Councillors of your Memorialists' Band be directed to be held forthwith.

(11) That steps be taken to procure the repeal by Parliament of the amendment to Section 90 of The Indian Act, passed in 1918, since the necessity for the exercise of the powers thereby conferred does not exist, and because the exercise of such powers has been detrimental to the best interests of your Memorialists.

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Or alternatively,

(12) Your Memorialists pray that a full and complete judicial investigation of the administration of your Memorialists' Reserve since the 31st day of December, 1917, and especially of the grievances herein set forth, be ordered to be held, and that for such purpose a commission issue to the District Judge of the District of Macleod under the Inquiries Act, Chapter 104, of the Revised Statutes of Canada, 1906.

And your Memorialists will ever pray,

Signed at Ottawa, May 31st, 1920.

(Signed) SHOT-ON-BOTH-SIDES,

Head Chief of the Blood Indians.

Per his Attorney,

R. N. WILSON,

And on behalf of your Memorialists,

(Signed R. V. SINCLAIR, K.C.,

Their Solicitor.

WE, the undersigned Blood Indians, hereby give our support to the Memorial of May 31st, 1920, presented upon our behalf to the Government by R. N. Wilson and to such other measures as he may decide to take in that connection:

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| 1. Shot-on-Both-Sides | 13. Mike Snake Eater |
| Head Chief. | 14. Rough Hair |
| 2. Young Pine | 15. Morning Owl |
| Minor Chief. | 16. Owns Different Horses |
| 3. One Spot | 17. Black Forehead (Younger) |
| Minor Chief. | 18. Joe Aberdeen |
| 4. Many White Horses | 19. Stephen S. Fox |
| Minor Chief. | 20. Chas. Goodrider |
| 5. Weasel Fat | 21. Tom Morning Owl |
| Minor Chief. | 22. Tom Russell |
| 6. Running Wolf | 23. Maurice Many Fingers |
| Minor Chief. | 24. Gros Ventre Boy |
| 7. Running Antelope | 25. Howard Hind Man |
| Minor Chief. | 26. Mike Blood |
| 8. Heavy Shield | 27. Aloysius Crop Ear Wolf |
| Minor Chief. | 28. Sinew Feet |
| 9. Left Hand | 29. Holy Singer |
| Minor Chief. | 30. Geo. Big Wolf |
| 10. Eagle Plume | 31. Walter Singer |
| 11. Heavy Head | 32. Johnny Pace |
| 12. Riding in the Door | 33. Round Nose |

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| 34. Soup | 83. Robert Shore |
| 35. Willie Red Crow | 84. Cross Child |
| 36. White Man | 85. Plain Woman |
| 37. Henry Black Water | 86. Yellow Shine |
| 38. Yellow Feet | 87. Takes the Gun Strong |
| 39. Fred Tail Feathers | 88. White Man Left |
| 40. Striped Wolf | 89. Percy Creighton |
| 41. Mike Oka | 90. Jack Low Horn |
| 42. Many Bears | 91. George Vielle |
| 43. Goose Chief | 92. Big Calf |
| 44. Tall Man | 93. Felix Stevens |
| 45. Frank Good Striker | 94. Weasel Tail |
| 46. Good Striker | 95. Black White Man |
| 47. Albert Chief Calf | 96. Black Eagle |
| 48. Ghost Chest | 97. Black Plume |
| 49. First Charger | 98. Chief Mountain |
| 50. Bruised Head | 99. Weasel White Buffalo |
| 51. Tom Many Feathers | 100. Chief in Timber |
| 52. White Wolf | 101. Bob Riding Black Horses |
| 53. Fred Spotted Bull | 102. Tom Eagle Child |
| 54. Louis Owl Boy | 103. Iron Shirt |
| 55. John Red Crane | 104. Harry Mills |
| 56. Medicine Crane | 105. Joe Chief Body |
| 57. Hairy Bull | 106. Calling First |
| 58. Jack Eagle Bear | 107. Crane Chief |
| 59. Many Mules | 108. Steel |
| 60. Julius Iron Horn | 109. Bear Shin Bone |
| 61. Jim Healy | 110. Henry Big Head |
| 62. Bert Medicine Crane | 111. Charles Blood |
| 63. Brown Chief Calf | 112. Scraping White |
| 64. White Man Running Around | 113. Pete |
| 65. Joe Eagle Rib | 114. White Calf Chief |
| 66. Heavy Runner | 115. Chas. Davis |
| 67. Paul McDonald | 116. Ronald Hoof |
| 68. Black Forehead (Elder) | 117. Hind Bull |
| 69. Joe Gambler | 118. Joe Beebe |
| 70. Musk Rat | 119. Chief Owl |
| 71. Jimmy Knife | 120. Chris Bull Shields |
| 72. Big Swallow | 121. Emilie Small Face |
| 73. Crazy Crow | 122. Ben Strangling Wolfe |
| 74. Melting Tallow | 123. Donald Gomoose |
| 75. Sun Dance | 124. Hungry Crow |
| 76. George Long Time Squirrel | 125. The Gambler |
| 77. Eagle Child | 126. Long Time Squirrel |
| 78. Green Grass Bull | 127. Calf Robe |
| 79. Black Rabbit | 128. Wolf Child |
| 80. Bob Tail Chief | 129. Calling High |
| Big Wolf | 130. Blue Wings |
| 82. James Wells | 131. Joe Heavy Head |

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| 132. Little Shine | 167. Willie Scraping White. |
| 133. Day Rider | 168. Morning Bird |
| 134. Johnny Healy | 169. Rabbit |
| 135. George Strangling Wolf | 170. Mike Yellow Bull |
| 136. Joe Healy | 171. John Cotton |
| 137. Wm. Heavy Runner | 172. Bob Plaited Hair |
| 138. Percy White Bull | 173. W. Wadsworth |
| 139. Jim White Bull | 174. Jack Hind Bull |
| 140. Ronald Day Chief | 175. Weasel Shoe |
| 141. Eagle Speaker | 176. Jim Spear Chief |
| 142. Jim Russell, | 177. Remi Undermouse |
| 143. Knife | 178. Falling Over a Bank |
| 144. Lawrie Plume | 179. Leonard Sweet Grass |
| 145. Paul Russell | 180. Running Coyote |
| 146. Medicine Singer | 181. Shot Close |
| 147. Stephen Oka | 182. Alex Little Shield |
| 148. Dick Standing Alone | 183. John Spotted Eagle |
| 149. Nick White Calf | 184. Mike Mountain Horse |
| 150. Charlie Wolf Robe | 185. Big Boy |
| 151. Old Shoe | 186. John Day Chief |
| 152. Bumble Bee | 187. Bottle |
| 153. Plume | 188. Young Bottle |
| 154. Black Horses | 189. Feather on the Head |
| 155. White Feather | 190. Wolf Sitting |
| 156. Geo. Prairie Chicken | 191. George Dog Child |
| 157. J. Crow Chief | 192. Mortimer Eagle Tail Feathers |
| 158. Willows | 193. Percy Plainwoman |
| 159. Nick King | 194. Jim White Man Left |
| 160. Alfred Wolf Robe | 195. James Takes the Gun Strong |
| 161. Three Guns | 196. Sam Hairy Bull |
| 162. Joe Eli | 197. Jimmy White Man |
| 163. Ronald Gets Wood | 198. Paul Melting Tallow |
| 164. Tallow | 199. John Many Chief |
| 165. Cecil Tallow | 200. Big Nose |
| 166. Gets Wood at Night | |

